

DIVERGENTS ART COLLECTION LICENSE AGREEMENT

effective date: 2023 / 03 / 01

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- I.1. **NFTense, Us, We or Our** shall mean the NFTense OÜ and/or its affiliates and partners (e.g., Artiffine, s.r.o.).
- I.2. **Divergents Art Collection** shall mean the NFT collection created by NFTense with the adequate Token ID numbers primarily for the users of original Divergents collection and its holders.
- I.3. **DVRG Art NFT Art** shall mean the artwork, image or works of authorship contained and associated with a specific DVRG Art NFT in an inseparable way.
- I.4. **DVRG Art NFT** shall mean any blockchain-tracked non-fungible token, including those complying with the ERC-721A, ERC-721, ERC-1155 and placed on Ethereum blockchain (i.e., a controllable electronic record on a blockchain), or other non-fungible token standard, within the Divergents Art Collection, branded or themed and created by or on behalf of NFTense.
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- I.7. **Ownership, Owner or Own** shall mean exercising the property rights to the virtual asset to the maximal possible extent, similar to owning a physical thing, however the ownership in that sense shall be just a legal construct and used synonym describing such a situation.
- I.8. **You or Your** shall mean a lawful owner of a DVRG Art NFT.

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- b. for any other claim, demand or damages whatsoever resulting from or arising out of or in connection with this License or the delivery, use or performance of the services. the maximum aggregate liability of the NFTense for all damages and causes of action, whether in contract, tort (including negligence) or otherwise, shall be the greater of (i) \$1,000 or (ii) the amount you paid NFTense for your DVRG Art NFT.

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